

PRESENT:

Hon. Shira Scheindlin
United States District Court
Southern District of New York

ANA M. POLANCO, as parent and natural
guardian of FREDDY ADAM VAZQUEZ,
an infant under the age of fourteen (14) years
of age,

Plaintiff,

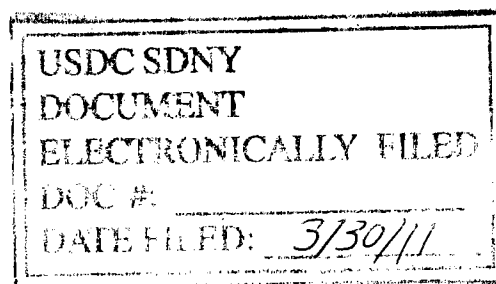
-against-

J.C. PENNEY CORPORATION, INC. a/k/a
J.C. PENNEY COMPANY INC.

Defendants.

INFANT COMPROMISE ORDER

CASE NO.: 08 CIV 9957



Upon reading and filing the affidavit of Ana M. Polanco, as parent and natural guardian of the infant petitioner, Freddy Adam Vazquez, duly sworn to on January 15, 2009, the affirmation of Elliot H. Fuld, Esq., attorney for the petitioners herein, dated January 15, 2009 and it appearing that,

Freddy Adam Vazquez is an infant having been born on January 16, 2006, and the infant, the guardian and their attorney having appeared before the Court and it appearing that the best interests of the said infant will be served,

Now, on motion of Elliot H. Fuld, Esq., attorney for the petitioner it is

ORDERED, that **ANA M. POLANCO**, as mother and natural guardian of the infant, **Freddy Adam Vazquez** be and hereby is authorized to enter into a compromise of the infant's claim herein upon the following terms:

That the Defendant herein pay the total sum of \$25, 000.00 in cash and future periodic payment in settlement of the infant's claim as set forth herein, and it is further

ORDERED, that ANA M. POLANCO, as mother and natural guardian of the infant, Freddy Adam Vazquez be and hereby is authorized to enter into a compromise of the infant's claim herein upon the following terms:

That out of said sum there be paid by Defendant to Elliot H. Fuld, Esq. Attorney for the infant, the sum of \$8,250.00 in full settlement of the attorney's claim for compensation and services, **the attorney hereby agreeing to waive his claim for an additional payment and reimbursements totaling \$308.23**; and it is further

ORDERED, that the Defendant, shall pay for the benefit of the infant, Freddy Adam Vazquez the following payments:

Guaranteed Lump Sum Payment of:
\$18,507.66 on 01/16/2024
\$22,591.44 on 01/16/2027

and it is further

ORDERED, that Defendant and its insurer Granite State Insurance Company shall assign the obligation to make the future periodic payments described herein to American Home Assurance Company (the "assignee") pursuant to 130©) of the Internal Revenue Code. The Assignee shall fund its obligation to make the future periodic payments through the purchase of an annuity by American International Life Assurance Company, a life insurance company that is rated A+ by Best's current edition of "Agent's Guide to Life Insurance Companies" and is licensed in the State of New York, and a copy of the annuity policy is to be furnished to the attorneys for the infant Petitioner; and it is further

ORDERED, that American Home Assurance Company, as Assignee, will be responsible for all future periodic payments, and it is further

ORDERED, that said payments to Plaintiff required herein cannot be accelerated, deferred, increased or decreased by the Plaintiff or any payee, nor shall the Plaintiff or any Payee have the right, power or authority to sell or mortgage or encumber same, or any part thereof, by assignment or otherwise, and it is further

ORDERED, that the rights, responsibilities and obligations of Defendant are totally extinguished and satisfied upon payment of the sums necessary for the purchase of an annuity together with an immediate payment, attorney fee and disbursements as herein ordered, and it is further

ORDERED, that Defendant is not a guarantor or insurer with respect to the aforementioned annuity, and that the responsibilities of Defendant are satisfied upon issuance of the settlement monies, and it is further

ORDERED, that in the event that the infant petitioner does not survive to the expiration of the guaranteed period of payments as set forth herein above, the payments will be made for the remainder of the guaranteed period to the infant's Estate, and it is further

ORDERED, that conditioned upon full compliance with the terms of this Order, the said parent be and is hereby authorized and empowered to execute and deliver a general release and any other instrument necessary to effectuate the settlement herein, and it is further

ORDERED, that the filing of a bond be dispensed with.

E N T E R

A handwritten signature in black ink, appearing to read "J. H. Lee", is written over a horizontal line. The signature is fluid and cursive.

United States District Judge